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BellSouth Telecommunications, Inc  
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Nashville, TN 37201-3300

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T.R.A. DOCKET ROOM

Guy M. Hicks  
General Counsel

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September 28, 2004

VIA HAND DELIVERY

Hon. Pat Miller  
Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

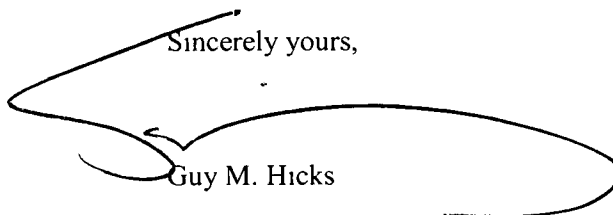
Re. *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Madison River Communications, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*  
Docket No. 04-00324

Dear Chairman Miller:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Madison River Communications, LLC and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated August 29, 2003. The Amendment relates to Local Portability recovery.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc Vice President/General Counsel, Madison River Communications, LLC  
Director Regulatory Affairs, Madison River Communications, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Madison River Communications, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. \_\_\_\_\_

**PETITION FOR APPROVAL OF THE**  
**AMENDMENT TO THE INTERCONNECTION AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND MADISON RIVER COMMUNICATIONS, LLC**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Madison River Communications, LLC ("Madison River") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated August 29, 2003 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Madison River and BellSouth state the following:

1. Madison River and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Madison River. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on October 6, 2003.

2 The parties have recently negotiated an Amendment to the Agreement which relates to Local Portability recovery. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Madison River and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Madison River within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Madison River and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act and FCC Order No. 04-164, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Madison River and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties

This 28<sup>th</sup> day of Sept., 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

By: 

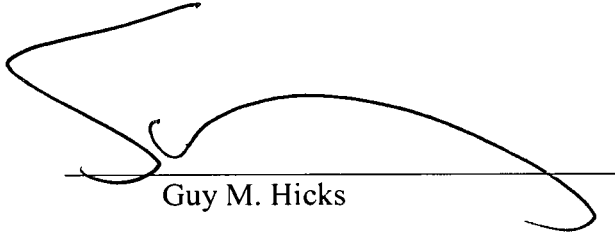
Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

### CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 28<sup>th</sup> day of Sept., 2004:

Madison River Communications, LLC  
Vice President/ General Counsel  
103 South Fifth Street  
P.O. Box 430  
Mebane, NC 27302

Madison River Communications, LLC  
Director Regulatory Affairs  
103 South Fifth Street  
P.O. Box 430  
Mebane, NC 27302

  
Guy M. Hicks

**Amendment  
To the  
Interconnection Agreement  
Between  
Madison River Communications, LLC  
and  
BellSouth Telecommunications, Inc.  
Dated August 29, 2003**

Pursuant to this Amendment, (the "Amendment"), Madison River Communications, LLC (MRC), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 29, 2003 ("Agreement") to be effective upon the date of last signature executing the Amendment.

WHEREAS, BellSouth and MRC entered into the Agreement on August 29, 2003, and;

WHEREAS, BellSouth and MRC are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No 95-116, released April 13, 2004;

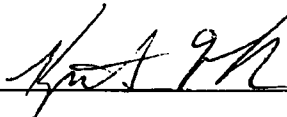
NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit B of Attachment 2, as specified by the following USOCs LNPCX, LNPCP, LNPCN, and LNPCC.
2. The Parties agree to add the following language to Section 4 as Section 4.1 1 of Attachment 2 and Section 5 as Section 5.6 3 of Attachment 2:
  - In addition to other charges specified in this Agreement for Local Number Portability MRC shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No 1 Tariff,
- 3 All of the other provisions of the Agreement dated August 29, 2003 shall remain unchanged and in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

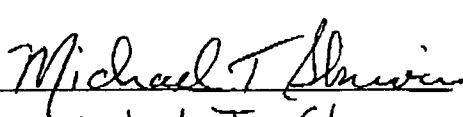
LNP Recovery Amendment  
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**

By:   
Name: Kristen E. Rowe  
Title: Director  
Date: 8/26/04

**Madison River Communications, LLC**

By:   
Name: Michael T. Skrivon  
Title: VP - Revenue  
Date: 8/20/04